

REQUEST FOR PROPOSALS
DEVELOPMENT AND EXPANSION
DELAWARE CIVIL AIR TERMINAL AIRCRAFT
PARKING RAMP



DOVER AIR FORCE BASE
DOVER, KENT COUNTY, DE

RESPONSES DUE DATE/TIME

4:30 p.m. EDT - June 27, 2014

Responses are to be delivered to:

Jeffrey L. Stone
Director, Infrastructure and Intergovernmental Relations
Delaware Economic Development Office
99 Kings Highway
Dover, DE 19901

Issued:

April 21, 2014

Request for Proposals (RFP) For The Development of the Delaware Civil Air Terminal Aircraft Parking Ramp

The State of Delaware (State) through the Delaware Economic Development Office (DEDO), in cooperation with the Delaware Department of Transportation (DelDOT), Kent County Levy Court (Kent County) and Dover Air Force Base (DAFB), is seeking proposals from qualified private or public-sector organizations for expanding the aircraft parking capacity at the Delaware Civil Air Terminal (CAT) adjacent to Dover Air Force Base to accommodate large civilian air cargo aircraft and provide parking for NASCAR race related aircraft. The State of Delaware is seeking turnkey proposals for expanding the ramp capacity by having the State of Delaware enter into a long term development agreement (agreement) with an organization or consortium of organizations with the capability of designing, constructing, financing, operating and maintaining the expanded facility at no cost to and returning the highest value to the State of Delaware.

1. BACKGROUND

DelDOT is the owner of the CAT and currently leases it to the Delaware River and Bay Authority (DRBA) to operate. The picture below shows the CAT as currently configured. Its operation is sanctioned and governed by a Joint Use Agreement between the United States Air Force (USAF) and the State. The current Joint Use Agreement is included as Attachment 1.



DelDOT and DAFB have agreed to changes to the current Joint Use Agreement and have submitted them to the U.S. Air Force for review and ultimate approval by the Secretary of the

Air Force. The proposed modified Joint Use Agreement is included as Attachment 2. It is important to note that document is not final and could change. The State will not enter into a final development agreement until a revised Joint Use Agreement is ratified by the Secretary of the Air Force. It is anticipated that approval will happen in the Spring of 2014. When final approval is received, the approved document will be posted on the DEDO web site, <http://dedo.delaware.gov>. All proposals submitted in response to this RFP should be structured in the context of and with the assumption that the revised Joint Use Agreement will govern the development and operation of the new facility.

At present, the primary use of the CAT is to service occasional civilian charter aircraft and the NASCAR race related aircraft and passengers that come to Dover for two race weeks annually.

Civilian air cargo carriers (carriers) under contract with the USAF and serving DAFB are restricted to a five-hour window for loading or unloading of aircraft on the military ramp. The time restriction is necessary to minimize the impact on military operations. This restriction results in the carriers having to reposition their aircraft to distant airports, even when scheduled to depart DAFB the next day with a different cargo. The round-trip cost to reposition aircraft to other airports is significant. For this reason, carriers serving DAFB in heavy lift operations have requested that they be allowed to park off the military portion of the airport at the CAT. Currently, it is not possible to use the CAT for off-military ramp parking because the current taxiway does not provide sufficient wingtip clearance from the existing terminal building and the current ramp is not of sufficient strength or size to accommodate the larger aircraft.

2. PROJECT SCOPE

The proposed CAT expansion project is intended to accommodate parking for carriers that serve DAFB as well as to accommodate the parking needs of the occasional civilian charter aircraft as well as the NASCAR race related aircraft for two race weekends (approximately 8 total days) annually. The expanded CAT ramp would be reserved for exclusive NASCAR use on those eight days unless DAFB needs the ramp space and is willing to park NASCAR aircraft on base property. Other than during Race weekends, the facility must be open to provide available services at prevailing cost to any and all non-military aircraft utilizing the airfield.

The project would ideally provide parking space for up to four fully loaded Boeing 747 or equivalent size cargo aircraft simultaneously. Figure 1 is a conceptual layout of the proposed project. Proposals for more or less than four carrier spaces will be considered as would the addition of maintenance or similar aircraft related facilities.

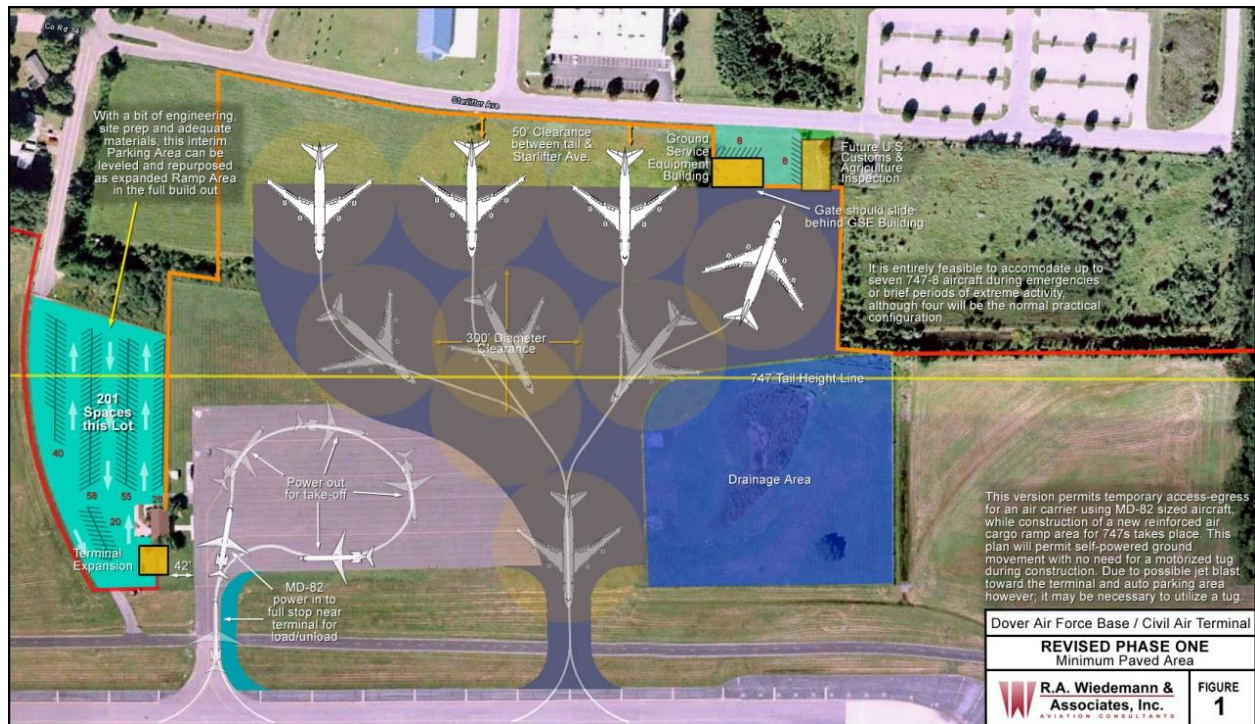


Figure 1

Figure 2 is a conceptual layout that would accommodate the aircraft type and count associated with the September 2010 NASCAR event.

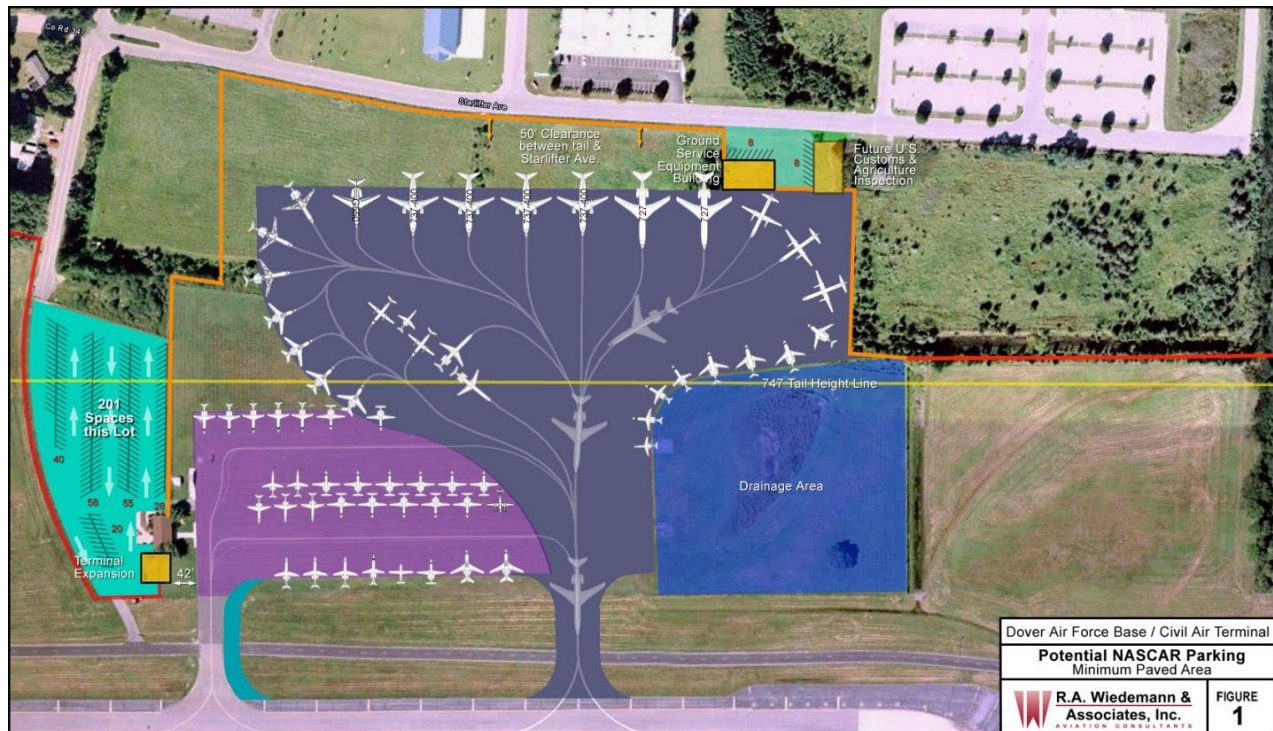


Figure 2

The layouts shown in Figures 1 and 2 are conceptual. Proposers are encouraged to submit proposals that create the most efficient and economical facility within the confines shown in Figure 3.



Figure 3

The acceptance of a proposal by the State will not preclude the successful Proposer from later developing and proposing approaches for additional aviation related development on the facility or on adjacent properties.

All details of any partnering arrangements involving the operations of the facility must be disclosed in the formal proposal. The State will require that the successful Proposer assume full responsibility for the development and operation of the facility, regardless of the number of partners/operating entities involved.

All proposals must provide for the design, construction, financing, operation and maintenance of the facility including the provision of ground services:

- **New Taxiway:** A new, larger taxiway providing access to the DAFB taxiway system able to safely accommodate, at a minimum, aircraft as large as a fully loaded Boeing 747 or equivalent size cargo aircraft. This taxiway must comply with United States Air Force Unified Facility Criteria (http://www.wbdg.org/ccb/browse_cat.php?c=129).
- **Aircraft Parking Ramp:** Provide sufficient strengthened aircraft parking area to accommodate up to four fully loaded Boeing 747 or equivalent size cargo aircraft. Areas designated for the aircraft parking must meet Federal Aviation Administration (FAA)

(http://www.faa.gov/airports/engineering/construction_standards/) standards and accommodate up to 1 million pound loads for dual tandem wheels. Figure 3 shows the approved grading plan which defines the configuration of the total area that may be utilized as impervious surface. This is the area that has been permitted under the authority of the Army Corps of Engineers (ACOE). Deviation from this configuration will require the successful Proposer to resubmit to ACOE for revised permit approval. Any additional time or costs are the sole responsibility of the successful Proposer.

- **Motor Vehicle Parking:** Provide a minimum of 200 paved spaces to accommodate all NASCAR race related motor vehicles or motor vehicles related to any flight operations, either Air Force or civilian.
- **Ground Service Equipment and Building:** A structure of sufficient size and capable of housing an aircraft tug, tow bars, crew stairs, ground power unit, lavatory cart, and ancillary equipment necessary to support the operations of the ramp must be provided. The building location is at the discretion of the Proposer but must be within the limits of the impervious surface shown in Figure 3.
- **Maintenance:** Provide for the normal and customary maintenance of the expanded CAT facilities including but not limited to all buildings, lighting, security equipment including fencing, striping, surface repairs, snowplowing and other actions as needed to maintain the facilities in a ready state subject to FAA and USAF Standards and approvals as required.
- **Operations:** Provide the normal and customary functions of a full-service Fixed Base Operator (FBO) including operating the terminal building for operations by NASCAR, civilian charter aircraft or commercial air service. The successful Proposer would provide basic ground handling of all aircraft using the CAT ramp including marshaling the aircraft, using tugs to position the aircraft and pushing them back onto the DAFB taxiway. A draft operating plan including staffing, hours of operation and any proposed fees or charges for these operations must be detailed in the proposal. Proposers must provide a list of equipment that will be used to provide these services. The State will not provide any ground handling, fueling, de-icing or other equipment needed other than the use of a State owned twelve thousand (12,000) gallon Jet-A-Fuel tank already on the facility. The terms of the use of this tank will be negotiated in the final agreement between the State and the successful Proposer.

The design and construction of all facilities on DAFB property will be required to meet United States Air Force Unified Facility Criteria. The design and construction of all facilities on State property will be required to meet FAA standards. All contractor personnel entering Air Force property will be required to have an appropriate security screening and clearance. All operations of the facility are subject to the terms and provisions of the Joint Use Agreement in effect at the time.

All construction must be complete and the facility must be fully operational within 15 months of the execution of an agreement.

3. PROJECT CAPITAL INVESTMENT and OPERATIONAL COSTS

- **Capital Investment:** All capital costs will be the responsibility of the successful Proposer. Proposers are required to present detailed information describing the costs, financial structure, financing schedule and source of funds for the ramp development including engineering design services associated with the construction. These costs should be bundled into the construction costs. The details of any partnering arrangements involving the capital investment or construction of the improvements must be disclosed in the formal proposal.
- **Operational Costs:** Proposals must provide estimated operating costs and all proposed fees or charges contemplated to offset those costs.

4. POTENTIAL REVENUES

- **Potential Project Revenues:** It will be the sole responsibility of the Proposer to estimate the potential revenues, avoided costs and other sources of revenue that would be the financial basis for their proposal and to include these and any anticipated or contracted leasing schedules in their proposal. If a Proposer seeks to develop and operate additional facilities beyond those specified above, for example an aircraft maintenance facility, additional operational fees could be realized. In this case, those proposed arrangements and fees must be incorporated in the cost proposal.

Revenues associated with air cargo parking activity at the CAT have been informally discussed with three carriers, Evergreen International, Atlas, and Kalitta. Negotiations have not been undertaken with these carriers and the exchange of information that has occurred to this point does not preclude those carriers from submitting proposals in response to this advertisement.

5. ADDITIONAL REQUIREMENTS

- The facility must be self-sufficient in providing parking for all NASCAR race related aircraft within 15 months of the execution of an agreement. Proposals must detail how this will be accomplished including proposed parking and/or ramp service fees to be charged to NASCAR related aircraft. All fees charged to NASCAR race related aircraft will be subject to approval by the State of Delaware for the term of the agreement.

The successful Proposer will be required to maintain the current level of parking for NASCAR related aircraft during (re)construction of the facility. Proposals must detail how this will be accomplished.

- All proposals must provide in detail proposed terms of a lease between the State and the successful Proposer including:
 - Length of term of lease. The contract award will result in lease agreement with a term of not less than 20 years but which may not exceed the remaining term of the Joint Use Agreement in effect at the time of award.

- While it is expected that control of the facility will revert to the State at the end of the term of the lease, proposed lease terms should include proposals for a method of reopening the lease to accommodate changes/expansion to the facility.
- Proposed lease terms must detail the proposed financial arrangements between the successful Proposer and the State of Delaware including but not limited to ground rent, revenue sharing and the basis for determining its amount such as cost avoidance, gross revenues, both or some other arrangement and end of lease term conditions.

6. RFP RESPONSE

The State of Delaware, acting through DEDO, may at its sole discretion, modify the project in whole or in part, take no further action regarding this project, or exercise any other available options. The participation of small, minority and women-owned businesses is strongly encouraged.

Eligible Proposers include consultants, companies, and institutions that have demonstrated experience in design, financing, engineering, cost estimation, construction, maintenance and operation of airport facilities, cargo transshipment facilities, aerial port installations or facilities of a similar scope and complexity.

- All information submitted by the Proposer will remain confidential through the RFP process. Information submitted will not be released, shared, or disclosed to persons other than those directly involved in review and evaluation of the proposals. The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Should Proposer seek to protect business confidential or proprietary information the Proposer must comply with the instructions contained in Section 8(k).
- The State will control and make available the land area depicted in Figure 3.
- The property will be made available for physical inspection during normal business hours Monday through Friday, holidays excluded, with a minimum of 48 hours' notice.
- The State of Delaware has obtained the following approvals, permits, and clearances pertaining to the land area depicted in Figure 3 and all information pertaining to these documents is available on the DEDO website <http://dedo.delaware.gov/> under the "Links of Interest at the bottom of the home page:
 - Army Corps of Engineers (ACOE) permit NWP 39
 - City of Dover Fence Variance for fence height, setback, and use of barbed wire
 - Stormwater plan approval from the Department of Natural Resources and Environmental Control (DNREC) and coverage under DNREC NPDES Stormwater Permit. (Successful Respondent will need to submit a final set of construction site plans to DNREC for approval and a permit will need to be applied for once the plans are approved.)

- The successful Proposer is responsible for the final engineering design for the project and compliance with all applicable standards of the USAF, the FAA and DelDOT. All proposals should present preliminary engineering concepts.
- DelDOT will be responsible for modifying or terminating the existing lease with DRBA as necessary.
- The successful Proposer is responsible for obtaining all required federal, State or local approvals and permits except those specified above.
- The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Proposer consents to jurisdiction and venue in the State of Delaware.

7. RESPONSE TECHNICAL REQUIREMENTS

The following information must be provided in each proposal in the order listed below. Failure to respond to any request for information within this RFP may result in rejection of the proposal at the sole discretion of the State.

A. Project Planning and Management

1. Designate a project director who will directly perform tasks and/or supervise the project staff person responsible for the requirements/components described in this RFP.
2. Make available the project director to DEDO staff for the purpose of assistance and/or coordination when requested.
3. The project director and other necessary staff must meet with DEDO for status updates on a regular basis as directed by DEDO. Responses should include a proposed status meeting schedule during both construction and operation.
4. Provide access to essential technical or professional staff at the successful Proposer's home office that is integral to the completion of the tasks and/or components. This staff should be available to DEDO and DEDO's agents, when requested by DEDO.
5. Provide DEDO with key contact list to include name, area of expertise/responsibility, telephone number/extension, and e-mail address.

B. General Evaluation Requirements

1. Experience
2. Project Scope
3. Personnel qualifications and staffing capacity
4. Financial Capability and Terms
5. Economic value and total return to the State of Delaware

C. RFP Administrative Information

1. Obtaining Copies of the RFP
This RFP is available in electronic form through the State of Delaware website at <http://bids.delaware.gov>. Paper copies will not be available.

2. Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

3. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing only to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Proposer. Proposers should rely only on written statements issued by the RFP designated contact.

Jeffrey L. Stone

Director, Infrastructure and Intergovernmental Relations

Delaware Economic Development Office

99 Kings Highway

Dover, DE 19901

DEDO.DAFB.Project@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

4. Consultants and Legal Counsel

The State of Delaware/Project Committee may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Proposers' responses. Proposers shall not contact the consultant or legal counsel on any matter related to the RFP.

5. Contact with State, County or City Officials

Direct contact with State of Delaware, Kent County, Delaware, and City of Dover, Delaware employees, appointed or elected officials or employees of any organization associated with the issuance of this RFP, other than the State of Delaware Designated Contact regarding this RFP, is expressly prohibited without prior consent. Proposers directly contacting any of the above regarding this RFP will have their proposal eliminated from further consideration. Exceptions exist only for organizations currently doing other business with the above organizations and who require contact in the normal course of conducting that business. The Designated Contact for this RFP must be notified, in advance if possible, that such contact will or has taken place. Contact with any member of the Proposal Review Committee except for the Designated Contact is absolutely prohibited.

6. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors who have assisted in the preparation of this RFP or are currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

7. Exclusions

DEDO reserves the right to refuse to consider any proposal from a Proposer who:

- i. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- ii. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- iii. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- iv. Has violated contract provisions such as:
 - a) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the agreement; or
 - b) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- v. Has violated ethical standards set out in law or regulation;
- vi. Any other cause listed in regulations of the State of Delaware and determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

8. RFP SUBMISSIONS

A. Acknowledgement of Understanding of Terms

By submitting a proposal, each Proposer shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

B. Submission of Proposals

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and nine (9) copies of the entire proposal should be submitted along with a complete electronic copy on CD in PDF format. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which

sections have been submitted as proprietary or have copyrighted materials. All proprietary information the Proposer wishes the State to withhold must be submitted in accordance with the instructions outlined in Confidentiality of Documents section. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Rejected late proposals will be returned to the Proposer unopened, if requested, at Proposer's expense. If a recipient phone number is required for delivery purposes, (302) 672-6800 should be used.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the Proposer's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each original proposal must be submitted with 9 paper copies and a complete electronic copy on CD in PDF format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 4:00 **PM EDT** on June 27, 2014. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Delaware Economic Development Office
99 Kings Highway
Dover, DE 19901
Attn: Jeff Stone

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after this date shall not be considered and shall be returned unopened. The Proposer bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Proposer's proposals, each Proposer shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to

examine any form, instrument or document shall in no way relieve Proposers from any obligation in respect to this RFP.

C. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

D. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Proposer associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Proposer's conference, system demonstrations or negotiation process.

E. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the Proposer at least through December 9, 2014. The State of Delaware reserves the right to ask for an extension of time if needed.

F. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Proposer's name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

G. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Proposer.

There will be no public opening of proposals but a public log will be kept of the names of all Proposers that submitted proposals. The contents of any proposal shall not be disclosed to competing Proposers prior to agreement award.

H. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

I. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

J. Realistic Proposals

It is the expectation of the State of Delaware that Proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

K. Confidentiality of Documents

All documents submitted as part of the Proposer's proposal will be deemed confidential during the evaluation process. Proposer's proposals will not be available for review by anyone other than the State of Delaware/Project Committee or its designated agents. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the agreement.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Proposers are advised that once a proposal is received by the State of Delaware and a decision on agreement award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information, as detailed below.

Proposers shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain

sufficient information to be evaluated and an agreement written without reference to any proprietary information. If a Proposer feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Such Proposers must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, a representative of the Delaware Attorney General's Office will open the envelope to determine whether the procedure described above has been followed.

L. Multi-Proposer Solutions (Joint Ventures)

Multi-Proposer solutions (joint ventures) will be allowed only if 'the joint venture becomes a legal entity prior to contract signing, and the entity is then designated as the "**Prime Proposer**". The "**Prime Proposer**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the agreement, including all project management, legal and financial responsibility for the implementation of all Proposer's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve the successful Proposer of responsibility for the professional and technical accuracy and adequacy of the work. Further, the successful Proposer shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Proposer proposals must be a consolidated response with all costs included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Proposer.

1. Prime Proposer

The State of Delaware expects to negotiate and contract with only one "Prime Proposer". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Proposers who are co-bidding on this RFP. The Prime Proposer will be responsible for the management of all subcontractors.

Any agreement that may result from this RFP shall specify that the Prime Proposer is solely responsible for fulfillment of any agreement with the State as a result of this procurement.

2. Multiple Proposals

A Prime Proposer may not participate in more than one proposal in any form. Sub-contractors may participate in multiple proposals unless detrimental to a major team member.

M. Sub-Contracting

The successful Proposer shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

N. Discrepancies and Omissions

Proposer is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Proposer. Should Proposer find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Proposer shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Proposer's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

9. RFP QUESTION AND ANSWER, INTERVIEW PROCESS

A. Written Questions and Answers

The State of Delaware will allow written requests for clarification of the RFP. Any explanation desired by a Proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Delaware Economic Development Office and clearly marked "Delaware Civil Air Terminal Aircraft Parking Ramp." It is preferred that questions be sent via e-mail to DEDO.DAFB.Project@state.de.us.

All questions will be consolidated into a single set of responses and posted on DEDO's website at <http://bids.delaware.gov> by 12:00 PM each Friday commencing Friday May 9, 2014. Proposer's names will be removed from questions in the responses released.

Questions should be submitted in the following format. Deviations from this format will not be accepted.

1. Section number
2. Paragraph number or letter (if so designated)
3. Page number
4. Text of passage being questioned
5. Question

10. RFP EVALUATION PROCESS

All proposals received in response to this RFP will be initially evaluated and ranked by the Project Committee (the Committee) in the order of the degree of accuracy and completeness in addressing the requirements and professional qualifications set forth in this RFP. This step is intended to identify those proposals that warrant further review and consideration, and may result in some proposals being eliminated from further consideration.

Proposals selected for further review and consideration will be evaluated to determine the Proposer's responsiveness to the Scope of the Project as articulated in this RFP and the Proposer's qualifications for providing the services requested in the RFP. During the evaluation, validation, and selection process, the Committee may request and will conduct interviews with any select Proposers for review of the Proposer's proposal and to address specific questions the Committee may have prior to completing its evaluation. The Committee also reserves the right to interview or otherwise contact Proposer's references to confirm the information provided.

A. Mandatory Requirements

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Experience
2. Project Scope
3. Personnel qualifications and staffing capacity
4. Financial Capability and Terms
5. Economic value and total return to the State of Delaware

B. Evaluation of Proposals

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Project Scope
2. Financial Capability
3. Experience
4. Personnel Qualifications and Staffing Capacity
5. Economic value and total return to the State of Delaware

The Project Committee will evaluate proposals on a variety of quantitative and qualitative criteria (see Section F).

The State of Delaware, through the Project Committee, reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers. Proposers are to provide, in a timely manner, any and all information that the Project Committee may deem necessary to make a decision.

C. Project Committee

The Project Committee is composed of representatives of the DEDO, DelDOT, Kent County, Delaware, the City of Dover, the Offices of U.S. Senator Tom Carper and U.S. Senator Chris Coons and Dover Air Force Base. The Committee reserves the right to engage other persons, consultants or legal counsel with particular expertise deemed necessary to evaluate proposals including but not limited to aviation operations, engineering, finance or other expertise as determined by the Project Committee. The Committee shall determine which Proposers meet and/or exceed the minimum requirements pursuant to selection criteria and procedures of this RFP. The Project Committee, at its sole discretion, will make a recommendation to the Secretary of the Delaware Department of Transportation and the Director of the Delaware Office of Economic Development, who shall have final authority, subject to the provisions of this RFP, to enter into negotiations with the successful Proposer.

D. Proposal Selection Criteria

The Project Committee will assign up to the maximum number of points for each Evaluation Item to each of the Proposer's proposals. All assignments of points shall be at the sole discretion of the Project Committee.

The proposals must contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Committee reserves the right to:

- Select a proposal to recommend for negotiations without regard to costs.
- Reject any and all proposals or portions of proposals received in response to this RFP, make no recommendation to enter into negotiations or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

E. Criteria Weight

The selection of the successful Proposer will be based on an evaluation of the Proposals to determine which Proposal reflects the best value to the State in which technical factors will be considered significantly more important than costs. The selection of the firm will be based upon the following technical factors in descending order of importance. All proposals shall be evaluated using the same criteria and scoring process. The following criteria will be used by the Project Committee to evaluate proposals:

F. Evaluation and Selection Criteria - Possible Points

1. Experience:

30

Demonstrated successful experience in design, financing, engineering, cost estimation, and construction phase services involving the development and/or expansion of airport facilities, cargo transshipment facilities, aerial port installations or facilities of a similar scope and complexity. Experience at other U.S. Air Force facilities would be significant. Breadth of knowledge and experience with Public Works Projects, public procurement processes, public sector construction management and project financing.

2. Project Scope:

20

Adherence to the Project Scope as detailed in Items 2 – 5 of this RFP including any proposed project phasing and an overall schedule of completion of the improvements.

3. Personnel Qualifications & Staffing Capacity: 20

Professional qualifications of Team Leader and Project Team members. Composition of Project Team with specific areas of expertise, role, and responsibility defined for each member. Proposer's references and/or citations relating to similar projects and/or contracts indicating a reputation for contract satisfaction on time and within project budget.

4. Financial Capability and Terms: 15

Fee Proposal and strength of financial/cost proposal for the construction and/or operation of the facility. Demonstrated financial capability and responsibility of the Proposer and/or any partners and financing structure and terms.

5. Economic value and total return to the State of Delaware 15

TOTAL POSSIBLE SCORE	100
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G. Proposal Clarification

The Project Committee may contact any Proposer in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

H. References

The Project Committee may contact any customer of the Proposer, whether or not included in the Proposer's reference list, and use such information in the evaluation process. Additionally, the Project Committee may choose to visit existing installations of comparable systems, which may or may not include Proposer personnel. If the Proposer is involved in such site visits, the Project Committee will pay travel costs only for Project Committee personnel for these visits.

I. Oral Interviews/Presentations and/or Demonstrations

Oral interviews/presentations and/or demonstrations will be required in order to determine the successful Proposer. The Project Committee, in its sole discretion, reserves the right to request oral interviews/presentations and/or demonstrations from Vendors who submit proposals found to be reasonably likely to be selected for award. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical Proposals. The presentation process will allow the Proposers to demonstrate their proposal offering, explaining and/or clarifying any

unusual or significant elements related to their proposals. Proposers' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Proposers shall not be allowed to alter or amend their proposals. Only representatives of the Project Committee and the presenting Proposers will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an agreement award without any further discussion with the Proposers regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a Proposers' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents. However, representations made by Vendors during oral interviews, presentations, and/or demonstrations that enhance their offering shall be understood to be included in the proposal and provided at no additional cost. Vendors shall have the ability to correct any misstatements or errors made during such meetings in writing within one business day.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Proposer and will not be compensated by the State..

12. AGREEMENT TERMS AND CONDITIONS

A. General Information

The term of the agreement between the successful Proposer and the State shall be the result of negotiation between the State of Delaware and the successful Proposer. The successful Proposer will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any agreement negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware.

The successful Proposer will be expected to enter into negotiations with the State of Delaware, which will result in a formal development agreement between the parties. This RFP and the successful Proposer's response to this RFP will be incorporated as part of any formal agreement.

The successful Proposer may not commence work on the project prior to receipt of a State of Delaware notice to proceed. The Notice to Proceed shall serve as the

authorization to commence work in accordance with the development agreement once it is received by the successful Proposer.

If the successful Proposer to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Proposer. Such Proposer shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

B. Collusion or Fraud

Any evidence of agreement or collusion among Proposer(s) and prospective Proposer(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Proposer(s) void.

By responding, the Proposer shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware, Kent County or any employees or entities of the other participants of this RFP directly or indirectly assisted in the Proposer's proposal preparation.

Advance knowledge of non-public information which gives any particular Proposer advantages over any other interested Proposer(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

C. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Proposers found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of an agreement resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The successful Proposer will warrant that no person or selling agency has been employed or retained to solicit or secure an agreement resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any agreement resulting from this RFP without liability or at its discretion deduct from the agreement price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

D. Solicitation of State or Kent County Employees

Until agreement award, Proposers shall not, directly or indirectly, solicit any employee of the State of Delaware or Kent County, Delaware to leave the State's or Kent County's employ in order to accept employment with the Proposer, its affiliates, actual or prospective contractors, or any person acting in concert with Proposer, without prior written approval of Kent County or Secretary of the State of Delaware Department in which the employee is employed. Solicitation of State of Delaware or Kent County employees by a Proposer may result in rejection of the Proposer's proposal.

The above paragraph also applies to the employment by a Proposer of a Kent County or State of Delaware employee who has initiated contact with the Proposer.

13. GENERAL AGREEMENT TERMS

A. Licenses and Permits

In performance of the agreement, the successful Proposer will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the agreement shall be borne by the successful Proposer with the exception of obtaining the ACOE permit (NWP 39) and storm water concurrence from the Delaware Department of Natural Resources and Environmental Control (DNREC).

The successful Proposer shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502. Prior to receiving an award, the successful Proposer shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department. The City of Dover, DE also requires a business license and obtaining that license is the responsibility of the successful Proposer.

Information regarding the award of the agreement will be given to the Division of Revenue. Failure to comply with the State of Delaware or City of Dover licensing and permitting requirements may subject Proposer to applicable fines and/or interest penalties.

B. Notice

Any notice to the State of Delaware required under the agreement shall be sent by registered mail to:

**Jeffrey L. Stone
Delaware Economic Development Office
99 Kings Highway**

Dover, DE 19901

C. General Indemnification.

By submitting a proposal, the Proposer agrees that in the event it is awarded an agreement, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Proposer's its agents and employees' performance work or services in connection with the agreement, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

D. Proprietary Rights Indemnification

The successful Proposer shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Responder in writing and Responder shall defend such claim, suit or action at Responder's expense, and Responder shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Responder (collectively ("Products")) is or in Responder's reasonable judgment is likely to be, held to constitute an infringing product, Responder shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the agreement; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Agreement, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

E. Insurance

Responder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Responder's negligent performance under the agreement, and particularly without limiting the foregoing, caused by,

resulting from, or arising out of, any act of omission on the part of the Responder in their negligent performance under the agreement.

The Responder shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the agreement. The Responder is an independent contractor and is not an employee of the State of Delaware.

During the term of the agreement, the Responder shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000/\$3,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the agreement requires the transportation of departmental clients or staff, the Responder shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

The Responder shall provide a certificate of insurance as proof that the Responder has the required insurance.

F. Performance Requirements

The successful Proposer will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

G. Bonding

The Successful Proposer will provide bonding to ensure the facility is designed, built, and operating such that the deliverables provided pursuant to the agreement will function as designed for the term of the financing but no less than twenty (20) years from the date of acceptance.

Performance Bond – Successful Proposer will be required to establish a performance bond or other suitable financial surety as follows:

1. Design/construction Phase – Bond or surety in amount of 100% of the estimated construction cost with a minimum of five (5) million (\$5,000,000) during construction and through final facility construction and acceptance.
2. Operations Phase – Bond or surety in the amount of \$1,500,000 to remain in force throughout the lease term to cover continued operations.

H. Costs and Payment Schedules

All project costs must be included in the Successful Proposer's cost proposal. The project costs shall include full compensation for all taxes that the successful Proposer is required to pay.

I. Penalties

The State of Delaware may include in the final agreement penalty provisions for non-performance, such as liquidated damages.

J. Termination for Cause

If for any reasons, or through any cause, the Successful Proposer fails to fulfil in timely and proper manner his obligations under the agreement, or if the Successful Proposer violates any of the covenants or stipulations of the agreement, the State of Delaware shall thereupon have the right to terminate the agreement by giving written notice to the Successful Proposer of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Successful Proposer under the agreement shall, at the option of the State of Delaware, become its property, and the Successful Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

K. Non-discrimination

In performing the services subject to this RFP the Successful Proposer will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful Proposer shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of agreement.

L. Agreement Documents

The RFP, the purchase order, the executed agreement and any supplemental documents between the State of Delaware and the successful Proposer shall constitute the agreement between the State of Delaware and the successful Proposer. In the event there is any discrepancy between any of these agreement documents, the following order of documents

governs so that the former prevails over the latter: agreement, State of Delaware's RFP, Proposer's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Proposer.

M. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Proposer consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Proposer certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) That the facilities, programs, services, or activities provided to the general public under resulting agreement conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any Proposer fails to comply with (1) through (5) of this section, the State of Delaware reserves the right to disregard the proposal, terminate the agreement, or consider the Proposer in default.

The successful Proposer shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

N. Scope of Agreement

If the scope of any provision of the agreement is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the agreement shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

O. Other General Conditions

- a) Status Reporting – The successful Proposer will be required to lead and/or participate in status meetings and submit status reports covering such items as

- progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final project acceptance.
- b) Regulations – All equipment, software and services used or performed in carrying out the provisions of the agreement must meet all applicable local, State and Federal regulations in effect on the date of the agreement.
 - c) Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the agreement negotiations.

14. RFP MISCELLANEOUS INFORMATION

A. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Proposer's response), to sit and act as sole judge of the merit and qualifications of each proposal offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

B. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Proposer.

This RFP does not constitute an offer by the State of Delaware. Proposer's participation in this process may result in a recommendation by the Project Committee to the State of Delaware to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute an agreement nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

C. Notification of Withdrawal of Proposal

Proposer may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

D. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on through the State of Delaware website at <http://bids.delaware.gov>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

E. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

F. Award of Agreement

The final award of an agreement is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful Proposer for award, to reject any proposal as unsatisfactory or non-responsive, to award an agreement to other than the lowest priced proposal, to award multiple agreements, or not to award an agreement, as a result of this RFP.

Notice in writing to a Proposer of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written agreement will constitute an agreement, and no Proposer will acquire any legal or equitable rights or privileges until the occurrence of both such events.

G. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the agreement terms and conditions have been finalized, the State of Delaware will finalize the agreement.

The agreement shall be awarded to the Proposer whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the agreement to the Proposer who receives the highest total point score, rather the agreement will be awarded to the Proposer whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the successful Proposer will be invited to negotiate an agreement with the State of Delaware; remaining Proposers will be notified in writing of their selection status.

H. No Press Releases or Public Disclosure

Proposers may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting agreement, the work performed, or any reference to the State of Delaware with regard to any project or agreement performance. Any such news or advertising releases pertaining to this RFP or resulting agreement shall require the prior express written permission of the State of Delaware.

I. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Proposers must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of a proposal.

15. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. NON-COLLUSION STATEMENT

By submitting a response to this Request for Proposal, the Proposer certifies that they have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation.

17. CHANGES

No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

18. ADDITIONAL TERMS AND CONDITIONS

The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

19. CONTACT INFORMATION

Questions or additional information related to this potential project may be requested in writing or by email only to:

Jeffrey L. Stone
Director, Infrastructure and Intergovernmental Relations
Delaware Economic Development Office
99 Kings Highway
Dover, DE 19901
DEDO.DAFB.Project@state.de.us